

8/02/07 12:22:18

BK 2,765 PG 766

DESOTO COUNTY, MS

W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

Peoples Bank, a Division of First Tennessee Bank National
Association
Senatobia
207 East Main Street
Senatobia, MS 38668

8/09/07 9:44:11

BK 2,769 PG 370

DESOTO COUNTY, MS

W.E. DAVIS, CH CLERK

SEND TAX NOTICES TO:

Edna M. Holliday
Billy Wayne Holliday
9423 Hwy 304 West
Hernando, MS 38632

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Lender Support and Development
Peoples Bank, a Division of First Tennessee Bank National Association
207 East Main Street
Senatobia, MS 38668
(662) 562-8236

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 26, 2007, is made and executed between between Edna M. Holliday, whose address is 9423 Hwy 304 West, Hernando, MS 38632 and Billy Wayne Holliday, whose address is 9423 Hwy 304 West, Hernando, MS 38632 ("Grantor") and Peoples Bank, a Division of First Tennessee Bank National Association, whose address is Senatobia, 207 East Main Street, Senatobia, MS 38668 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 2, 2003 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

WHEREAS, to secure an indebtedness evidenced by a Note dated as of December 2, 2003, in the original principal amount of Sixty Four Thousand Nine Hundred and Thirty Dollars and No Cents (\$64,930.00) executed by Grantor to Lender and all renewals, extensions, amendments, and modifications thereof, Grantor executed to Trustee a Deed of Trust dated December 2, 2003 and filed of record on December 16, 2003 in Book 1890, Pages 0269-0275, Chancery Clerk's Office for DeSoto County, Mississippi and Modification of Deed of Trust dated December 28, 2005 and filed of record on January 6, 2006 in Book 2387 Pages 681-683, Chancery Clerk's Office for DeSoto County, Mississippi.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 10.1 acres of land located at Hwy 301, Hernando, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

WHEREAS, Borrower has this day executed to Lender a Note in the principal amount of Three Hundred and Twenty Six Thousand Three Hundred and Seventy Five Dollars and Ninety Two Cents (\$326,375.92) dated July 25, 2007 and the parties hereto desire to amend the Deed of Trust to provide that the Deed of Trust shall secure the Note and all extensions, renewals, amendments, and modifications thereof, which will be secured by this Deed of Trust. The maturity date of the note is August 1, 2008, therefore the maturity date of this Deed is August 1, 2008.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 26, 2007.

GRANTOR:

x Edna M. Holliday
Edna M. Holliday

x Billy Wayne Holliday
Billy Wayne Holliday

LENDER:

PEOPLES BANK, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x [Signature]
Authorized Officer

Peoples
BK
new

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 30045039

BK 2,769 PG 371

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ms

)

) SS

COUNTY OF Tate

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this July day of 2007, within my jurisdiction, the within named Edna M. Holliday, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires: 2-19-11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ms

)

) SS

COUNTY OF Tate

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this July day of 2007, within my jurisdiction, the within named Billy Wayne Holliday, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires: 2-19-11

LENDER ACKNOWLEDGMENT

STATE OF Ms

)

) SS

COUNTY OF Tate

)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 26th day of July, 2007, within my jurisdiction, the within named Key Bank, a State corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

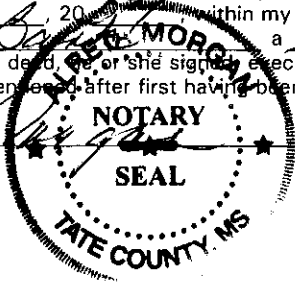
My Commission Expires: 12-14-07

EXHIBIT "A"

Part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 3 South, Range 9 West, DeSoto County, Mississippi, more particularly described as follows:

COMMENCING at a point commonly accepted as the Southwest corner of said section; said point being a masonry nail on the centerline of Mississippi Highway No. 301; thence North $00^{\circ}36'23''$ West a distance of 597.89 feet along said centerline to a point; thence North $00^{\circ}01'41''$ East a distance of 445.98 feet along said centerline to a point; thence North $89^{\circ}53'05''$ East a distance of 30.00 feet to a point on the East right-of-way line of said highway, said point being in line with an old barbwire fence to the east, and the POINT OF BEGINNING of this tract; thence North $00^{\circ}06'55''$ West a distance of 319.99 feet along said right-of-way line to a half-inch steel bar; thence South $88^{\circ}24'03''$ East a distance of 1359.63 feet to a half-inch steel bar in an old barb-wire fence; thence South $01^{\circ}24'47''$ East a distance of 320.29 feet along said fence to a cross-tie fence post; thence North $88^{\circ}24'03''$ West a distance of 1366.89 feet along an old barb-wire fence to the Point of Beginning, and containing 10.01 acres. Bearings are based on true north as determined by solar observation. This being the same property conveyed to the grantor herein by Warranty Deed of record in Book 246 Page 374 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Attached to and a part of that certain Modification of Deed of Trust dated July 26, 2007 as executed by Edna M. Holliday and Billy Wayne Holliday in favor of Peoples Bank, a Division of First Tennessee Bank, N.A.